

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re: Edward V. Weis

Debtor(s)

PennyMac Loan Services, LLC, or its Successor
or Assignee

Movant

vs.

WILLIAM C. MILLER, Esq., Trustee
Edward V. Weis

Respondent(s)

Chapter 13
Bankruptcy No. 20-11161-mdc

SETTLEMENT STIPULATION

WHEREAS, on February 26, 2020, Edward V. Weis (the "Debtor") filed a Petition under Chapter 13 of the Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Pennsylvania;

WHEREAS, on July 20, 2021, PennyMac Loan Services, LLC (Movant) filed a Motion for Relief from the Automatic Stay pursuant to 11 U.S.C. Section 362(a) (the "Motion") regarding property located at: 1223 Anderson Avenue, Trainer, Pennsylvania 19061;

WHEREAS, Debtor has been approved for a Mortgage Forbearance for the months of July 1, 2021, through and including September 1, 2021;

WHEREAS, Movant and the Debtor are desirous of settling the dispute among and between themselves;

NOW THEREFORE, each in consideration of the promises of the other and intending to be legally bound, subject to the approval of the Bankruptcy Court, it is hereby agreed by and among counsel for Movant, by and through its attorneys, MARGARET GAIRO, ESQUIRE, MARISA M. COHEN, ESQUIRE, LAUREN M. MOYER, ESQUIRE, and the Debtor, by and through his/her counsel, BRAD J. SADEK, ("Debtor's Counsel") as follows:

1. The parties hereby certify that the Debtor is overdue or will become due for

amounts totaling \$5,678.75, consisting of post-petition payments and for the months of May 1, 2021, through September 1, 2021. Debtor's monthly mortgage payment is \$1,135.75. Debtor is credited with funds in suspense in the amount of \$94.98; and Movant has incurred attorney fees and costs totaling \$1,238.00, thereby increasing the amount that is due or will become due to \$6,821.77.

2. Within thirty (30) days of the date of this Stipulation, the Debtor shall file an Amended Chapter 13 Plan to provide cure for the amounts that are overdue or will become due in the cumulative amount of \$6,821.77 as referenced in Paragraph 1 of this Stipulation.

3. Upon filing of the Amended Chapter 13 Plan, Movant shall amend its Proof of Claim to provide cure for the amounts that are overdue or will become due in the cumulative amount of \$6,821.77 as referenced in Paragraph 1 of this Stipulation.

4. Debtor shall resume making regular monthly mortgage payments in the amount of \$1,135.75 beginning on October 1, 2021.

5. All payments are to be made payable to PennyMac Loan Services, LLC at the following address: P.O. Box 660929, Dallas, Texas 75266.

6. The last four digits of your loan number 4454. Please remember to write your entire account number on the lower left-hand corner of your payment to ensure proper processing.

7. Should Debtor fail to comply with any of the terms of this Stipulation, including but not limited to, failure to file an Amended Chapter 13 Plan providing for cure of the post-petition delinquency, failure to make the above described payments, or any regular monthly mortgage payment commencing after the cure of the post-petition delinquency, then Movant may send Debtor and counsel a written notice of default of this Stipulation. If the default is not cured within ten (10) days of the date of the notice, counsel for Movant may file a Certification of Default with the Court. Said Certification of Default may include a certification of Debtor's

failure to pay subsequent payments that fall due after the date of the notice of default. Upon Certification, the Court shall enter an Order granting relief from the automatic stay as to the mortgaged property.

8. In the event the Debtor converts his/her case to Chapter 11, the terms of this Stipulation shall remain in full force and effect. In the event that Debtor converts his/her case to a Chapter 7, Debtor shall cure all pre-petition and post-petition arrears within ten (10) days of the date of conversion. Failure to cure the arrears shall constitute an event of default under this Stipulation and Movant may send Notice of Default and certify default as set forth in the preceding paragraph.

9. Attorney fees and costs for issuing Notice to Cure, Notice / Certificate / Affidavit of Default, and order for relief are recoverable and may be added to the arrearage.

10. Counsel for Debtor has authority to settle this matter on behalf of his/her clients.

/s/ Lauren M. Moyer

Margaret Gairo, Esquire
Marisa M. Cohen, Esquire
Lauren M. Moyer, Esquire
McCabe, Weisberg & Conway, LLC
123 S. Broad Street
Suite 1400
Philadelphia, PA 19109
Attorney for Movant

August 26, 2021

Date



BRAD J. SADEK

Sadek and Cooper
1315 Walnut Street
Suite 502
Philadelphia, Pennsylvania 19107
Attorney for Debtor

8/26/21
Date

No Objection - Without Prejudice to
Any Trustee Rights or Remedies

/s/ LeeAne O. Huggins

WILLIAM C. MILLER, Esq.
Office of the Chapter 13 Standing Trustee
P.O. Box 40837
Philadelphia, PA 19107

September 8, 2021

Date